BILL NO. S-87-06-12

SPECIAL ORDINANCE NO. S-161-87

AN ORDINANCE approving the Contract for Street Lighting Res. 196-87 - Juliette Avenue, between The Weikel Line Company, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Street Lighting Res. 196-87 - Juliette Avenue, by and between The Weikel Line Company, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> the installation of an underground ornamental lighting system for the 2100-2200 blocks of Juliette Avenue;

the Contract price is Three Thousand Nine Hundred Seventy-Six and 90/100 Dollars ($3,976.90), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ___.M.,E.S.T.

DATE: 6-9-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd seconded by Henry, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY	✓				
BURNS	✓				
EISBART				✓	
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 6-23-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. R-161-87

on the 23rd day of June, 19 87

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of June, 19 87, at the hour of 11:05 o'clock ~~A~~.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of June, 19 87, at the hour of 9:02 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

1646.

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Street Lighting Res. 196-87 - Juliette Ave.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The contract for Street Lighting Res. 196-87 is for the installation of an underground ornamental lighting system for the 2100-2200 blocks of Juliette Avenue. The Weikel Line Company, Inc. is the contractor.

D-87-06-12

EFFECT OF PASSAGE Improved lighting conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $3,976.90

ASSIGNED TO COMMITTEE _____

PROJECT NAME: 3600-3700-3800-South Monroe Street

DATE May 20, 1987

IT	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
001	Install 16' Black Aluminum Pole, 4' deep with pole set, base wraped with copper wire attached to #9 split bolt.	8 ea.	100.00	800.00
002	Install TC100R Luminaire & Lamp	8 ea.	60.00	480.00
003	Trench in earth 20" deep	560 LF	.90	504.00
004	Bore or push 1½" tubing under streets, alleys, dirves, sidewalks, trees, etc.	350 LF	4.70	1645.00
005	Install 2/c #6 in trench or conduit	1025 LF	.35	358.75
006	Fine grading, sedding & mulch	576 LF	.35	201.60
007	Install 10' glavanized riser section and ell	1 ea	45.00	45.00
	TOTAL CONTRACTORS BID			
			#	4034.35

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14

3600-3700-3800 South Monroe Street

STREET LIGHTING MATERIAL LIST

☒ NEW CONSTRUCTION
☐ MAINT.

Stock No	ISS'D	REQ'D	MAST ARMS.
14-31			6 FT. Wood Pole
14-33			30" " "
14-34			4 FT. " "
14-36			6 FT " "
14-37			8 FT " "
14-38			12 FT. 1¼" " "
14-40			16 FT 1¼ " "
14-43			6 FT 2" " "
14-45			12 FT 2" " "
14-46			16 FT 2" " "
14-166			6 FT 2" Concrete Pole
14-172			15 FT 2" " "
14-485			11 FT 10" 2" Alum Pole
14-489			8 FT Comb Traffic + Lighting
14-480			6 FT 2" For Alum. Pole
14-482			9 FT 2" " " "
14-497			15 FT 2" For 50 FT Pole
14-492			8 FT For 14-490 Pole
			FIXTURES
14-69			PMA-117
14-104			175 Watt Town & Country
14-138			400 " " " "
14-175			Sing. Styleaire
14-176			Twin Styleaire
14-342			400 Watt Merc W/PC
14-345			400 " " N/PC
14-357			6 Sided Hadco 175W
14-358			175 W Lawnaire
14-362			4 Sided Hadco
14-356			175 W Package Light
14-365			175 W. W/PC
14-366			175 W Open
14-367			175 W N/PC
		8	100 W. Sodium T&C
			150 W " Enclosed
14-394			250 W " "
14-395			400 W " "
14-396			1000 W " "
14-387			250 W " Elec
			400 W. Flood Merc.
			1000 W " "
			1500 W Quartz M B
			" " N B
			" " W B
			2 Lamp Fluor.
			4 " "
			Socket Position
			POLES
14-71			18 Ft For RMA
14-149			25 Ft Alum For Trans. Base
14-163			25 Ft. Concrete (In Line)
14-163X			" " " (Dead End)
14-164			28 FT " " "
14-165			28 FT " (In Line)
14-174			27 FT " Bolt Down
14-450		8	16 FT Embedded Blk
14-452			16 FT " Silver
14-454			12 FT Anchor Base Blk.
14-456			12 FT " " Silver.
14-458			8 FT " " Blk
14-470			30' " " Under Secondary
14-472			30' " " O.H. In Line
14-474			30' " " " Dead End
14-476			35' " " Under Secondary
14-478			35' " " 2-Bkt
14-479			35' " " 1-Bkt
14-490			35' " " Trans. Pole
14-491			Trans Base - 35' Pole
14-495			50' Alum Base Trans. Base
14-496			Trans Base - 50' Pole

Stock No.	ISS'D	REQ'D	WIRE
4-100			2/c #12 UF
4-120			2/c #10 UF
4-156			1/c #8 UF
4-188			#8 Vulkene
4-360			2/c #6 Alum.
4-363			3/c #4 Alum.
4-350			1/c #4 UF
4-355		1025	3/c #4/6 UF AWG UG
4-340			3/c #2 Duct Cable
18-44		200	1/c #12 TW
			CONDUIT
5-10			½"
5-11			¾"
5-12			1"
5-13			1¼"
5-14			1½"
5-15		20FT	2" PVC
		10FT	2" GALV.
21-83			2" Plastic
19-291		350	1½" Tubing
			CONTROLS
		1	30 AMP
			40 AMP
			60 AMP
			100 AMP.
			PHOTO CELLS
		1	1000 WATT 120 Volt.
			1500 WATT 120 Volt
			1000 WATT 240 Volt
			Shorting Cap.
			MISC.
3-20			J. Hook
3-21			Grip
19-267		3	TAPE (88)
		1	90° Ell 2"
		1	2" Weatherhead
		7	Pine Straps
		1	2" Plastic Bushing
		16	OB 22 Fittings
		16	C-5 Covers
		8	#9 Split Bolts
		40'	#6 ground wire

DATE _____ RECEIVED BY _____ 55970 B WORK ORDER _____ DATE _____ ISSUED BY _____

The City of Fort Wayne

Board of Public Works and Safety

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Public Works and Safety that the third trick Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and **maintain** Traffic Devices for Highway Construction and Maintenance Operations; Indiana State Highway Commission --- date, 1985.

Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

Effective January 1, 1987, a form will be included in bid documents requiring contractor to list name (s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS & SAFETY

Baron R. Biedenweg, Director
of Public Works

Cosette R. Simon, Director
of Administration and Finance

Lawrence D. Consalvos, Director
of Public Safety

An Equal Opportunity Employer
One Main Street, Fort Wayne, Indiana 46802

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME	TELEPHONE NUMBER
Don Walrop	447-4778
Don Weikel	657-5877
Don Campbell	447-2434

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

THE WEIKEL LINE Co, Inc
Contractor

Resolution No. 197-87

In submitting this bid, it is understood, that the right is reserved by the Owner to reject any and all bids; and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____day of _____19___.

FIRM NAME_____

BY:_____

_____

ADDRESS: _____

_____

TELEPHONE: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary, and, affixed its corporate seal this 20th day of MAY, 1987.

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

THE WEIKEL LINE CO, INC
NAME OF CORPORATION

BY: DON WEIKEL
PRESIDENT

ADDRESS: Box 278
WOODBURN, IN 46797

TELEPHONE: 657-5877

ATTEST:

Don Waldrop, V-P

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed herewith, find Cashier's or Certified Check for $_____

being __5__% of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds of which, are to remain the absolute property of said City, if_____

BIDDER

shall not within __10__ days after Notice of Acceptance of the within bid, enter into a written Contract, and secure said contract by a Performance Bond, for the full amount of the Contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to five (5%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award the Contract for said work, and, if _____

_____

BIDDER

shall enter into a Contract and furnish a 100% Performance Bond, as required, within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void; otherwise, to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or, has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the lettering of the Contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

THE WEIKEL LINE CO, INC
DON WEIKEL, PRES
DON WALDROP, V-P

Subscribed and sworn to before me by DON WEIKEL Don Weikel

this 20 day of May, 1989.

My Commission Expires:

5-17-87

C. Walter Degeus

NOTARY PUBLIC
Resident of Allen County, IN

Subscribed and sworn to before me by DON WALDROP, Don Waldrop

this 20 of May, 1989.

My Commission Expires:

5-17-87

C. Walter Degeus

NOTARY PUBLIC
Resident of Allen County, IN

Subscribed and sworn to before me by _____

this ____ day of _____, 19__

My Commission Expires:

_____

_____

NOTARY PUBLIC
Resident of _____ County, IN

WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Don Waldorf, the V-Pres
Name Position
, the Weikel Line Co
Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 31 day of March, 19 87, now on file in the office of the Board of Public Works & Safety of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and,

2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED 5-20-87

D Waldorf
Signature

V-P
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 20 day of May, 19 87.

C. Victor Dazen

NOTARY PUBLIC
Resident of Allen County, IN

My Commission Expires:
5-17-87

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A._____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership ___%.

For WBE specify percentage of women ownership _____%.

B._____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have ____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. West Acres Nursery	Burma Rd	Landscaping
2.		
3.		

D. The undersigned commits ____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1.		
2.		
3.		

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: UNABLE TO LOCATE WBE CONTRACTOR

2. We have taken the following steps in an attempt to comply with these participation goals: RESERCHED QUALIFIED CONTRACTORS LIST

(Attach additional sheets as necessary.)

Contractor _____

By _____

Its _____

Contractor THE WEIKEL LINE

By Don Waldrop

Its V-P

THE WEIKEL LINE CO., INC.
CORPORATE
SEAL
INC. NOV. 14
1977
INDIANA

"MINORITY/FEMALE HOURLY UTILIZATION"

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least 25% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

(Attach additional sheets, if necessary.)

CONTRACTOR:

By: Don Waldrop

Its: V-Pres

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

SPECIFICATION AND SPECIAL PROVISION

Street Lighting Engineering Dept.

Resolution # 197-87

The following special provisions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specifications except as modified or amended by these Special Provisions or the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works of the City of Fort Wayne, Indiana, or an agent appointed by said Board.

The plans for this project, entitled 3600-3700-3800 South Monroe Street

Public Safety

If at any time, in the opinion of the engineer, the work is not properly lighted, barricaded and in all respects safe to public travel, persons on or about the work, or public or private property, the engineer shall have the right to order such safeguards to be erected and such precautions be taken as he deems advisable, and the contractor shall promptly comply with such orders. If, under such circumstances, the contractor does not or can not immediately put the same into proper and approved condition, or if the contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the engineer. Such action of the engineer, or his failure to take such action, shall in no way relieve the contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of safety precautions taken by him or by the engineer acting under authority of this section.

Protection to Property

Materials shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the engineer may direct, in such a manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the contractor to the satisfaction of the engineer. The contractor shall

at all times keep the work site clean and free of dust.

Co-operation with Utilities

The plans show all known utilities located within the limits of this contract according to information obtained from various utility companies. The accuracy of the plans in this respect is not guaranteed. The contractor will be required to co-operate his work with all utilities within the limits of this contract as directed by the engineer. The contractor is also required to locate all utilities forty-eight (48) hours before work commences by calling I.U.P.P.S. 1-800-382-5544.

Materials

The City of Fort Wayne, Indiana shall furnish all materials shown on the material schedule which is hereby made a part of the contract documents.

Aluminum Poles

All poles will be placed in a straight hole so that the bottom of the hand hole will be 8" from the top of grade. The hand hole will face the direction of incoming wire. The poles will be set in eighteen (18) to twenty (20) inches of polyurethane foam with a density of seven (7) pounds per cubic foot, to be furnished by the contractor. The remainder of the hole shall be filled with spoil to within two (2) inches of grade and compacted to ninety-five (95) percent dry density as determined by a modified proctor. All poles shall be plumb after installation of the post top luminaire. All poles shall be grounded. Poles shall be placed at locations shown on plans or as designated by engineer.

Trenching

All trenching shall be twenty (20) inches deep parallel to the street and one foot from the face of the sidewalk. All backfill material shall meet the approval of the engineer. All backfill material will be compacted to ninety-five (95) percent dry density as determined by a modified proctor. The contractor shall compact said trenches within three (3) days after the initial opening of the trench and said trench shall be backfilled the same day that it is opened. If the contractor does not comply with the backfill requirements five (5) percent of the unit price shall be deducted from the bid for each foot of trench which does not pass inspection.

Conduit

Where existing pavement is encountered (sidewalks, driveways or streets) the contractor shall bore or jack new conduit under the pavement at a depth of twenty (20) inches. Any wire passing under the pavement shall be installed in said conduit. Where trees are encountered the contractor shall bore or jack new conduit under said tree at a depth of twenty inches. The conduit length shall be computed as follows: trees sixteen (16) inches and larger (O.D. + 12 feet); trees fifteen (15) inches and smaller

(O. D. + 6 feet).

Luminaire

The contractor shall include in his bid for the installation of the luminaire all necessary connections required to make the luminaire operational.

Underground Wire

Underground wire shall be buried twenty (20) inches deep. The contractor shall install five (5) feet of wire into the pole. All wires shall be protected at all times. There shall be no splices made in the cable or connection made in the ground. All connections will be made in the hand hole or in a specified hand hole in the ground.

Landscaping

The areas disturbed by the contractor shall receive a minimum of two (2) inches of loamy soil of a density of one hundred twenty five (125) pounds per cubic foot. The area shall be fine graded, fertilized, rolled and lightly mulched. Grass seed shall be sown at a rate of six (6) pounds per one thousand (1000) square feet of area. The seed mixture shall be as follows: 2 lbs./1000 sq. ft. chewing fescue; 2 lbs./1000 sq. ft. perennial rye; 2 lbs./1000 sq. ft. kentucky bluegrass. The fertilizer shall have a 4-16-16 analysis and be applied at the rate of five (5) pounds per one thousand square feet.

Foundation

Where pole locations are to be in curb walk, pole will be set on 18" x 18" x 4' reinforced concrete bases with grounding anchor bolts and entry sleeves. The City shall furnish the anchor bolts and sleeves where required.

The Continuity Test shall be made with an Ohmmeter properly scaled for measuring the resistance of the Power Cables. This test shall verify the following:

1. That each Power Cable is continuous to all of its termination points.

2. That the cable coding at all the termination points is consistent with cable coding at the supply point.

3. That the power cables are not crossed with the Neutral or with each other.

4. That the Main Circuit through each of its branches does not have unusual resistance values.

The entire completed installation shall be tested by circuit or by such poritons as may be selected by the Engineer.

Galvanized Steel Conduit in the road shoulders shall be in-

stalled in trenches excavated to a neat line but in the shoulder surface. The trench shall be backfilled with fill gravel, and compacted to original density and the surface will be replaced with like material of original thickness.

Pole Standards shall be plumb after installation of the Post Top Luminaires.

All Aluminum Standards shall be grounded.

Curbwalk

All curbwalk removed will be replaced in accordance to Street Engineering specifications. It is expected that the adjacent pavement will receive some damage. The contractor shall replace any pavement damaged with full depth asphalt to a width as required by the engineer. It should also be noted that the pavement replacement will be paid for under asphalt patching as will the replacement of pavement where it is required to trench in the street.

Progress Payments

This project is being financed by the Barrett Law revolving fund whereby the property owner will contribute $3.27 per front foot of property abutting the project and the City shall pay the balance. The "revolving fund" provides for the City to hold all bonds which may be issued in payment of the property owners obligation thus assuring the contractor of a 100% cash contract. The contractor will be entitled to receive monthly progress payments, based upon an estimate of the work completed, approved by the engineer, and submitted to the Board of Public Works. These monthly progress payments shall not exceed ninety (90%) of the monthly estimate or the original contract sum which ever is the lesser.

Concrete Replacement

Where contractor finds it necessary to remove any part of a sidewalk to install conduit and/or cable for this job, it will be his responsibility to completely replace the sidewalk panels so damaged. Where it is necessary to cut driveways, streets, or alleys the trench will be overcut 8" on each side and replaced with concrete to the standing Street Department Specifications.

Controls

Contractor will install ", 90 ell and one 10' length of conduit on Utility riser poles and will leave sufficient wire to reach top of pole. City will install additional conduit and control at City's expense.

REMOVAL

The City of Fort Wayne Maintenance Contractor will be responsible for removal of existing street light poles, fixtures, mast arms, etc., on the streets only in this area.

SALVAGE

All removal items designated as salvagable by the project engineer shall be delivered to the Street Lighting Warehouse. All other items are the property of the contractor. (See removal).

WAGE SCALE

There are two (2) wage scales enclosed in the bid document, Indiana-Fort Wayne Wage Scale and the Federal Wage Scale; the higher wage scale should be followed.

GENERAL PROVISIONS*
BOARD OF PUBLIC WORKS AND SAFETY
(NON-FEDERALLY FUNDED)

1. TIME AND PROGRESS. Time is of the essence in the completion of this project. The contractor shall begin promptly after receipt of a written notice to proceed, and, in no case, later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress, and, time of completion are all essential elements.

2. PAYMENT. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

☒ 3. PROGRESS PAYMENTS AND RETAINAGE. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under the contract. If the contractor is in compliance with the provisions of the contract, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain ___% (ten percent (10%), if not otherwise specified) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of the contract, the contractor will be paid in full. However, if the contract is in excess of $100,000, the contract will be subject to the standard Board of Public Works & Safety escrow agreement.

4. INSPECTION. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and, any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with the contract.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of the contract.

*NOTE:
Those clauses of the General Provisions with the following box beside it will be applicable to the contract only if the box has a checkmark or "X" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.

5. WARRANTY. The contractor fully warrants his work for one (1) year after written acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

6. TERMINATION FOR CONVENIENCE. The Board can terminate the contract for the convenience of The Board at any time by providing a written notice to the contractor. If the contract is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination, pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to the contract shall become the property of The Board of the City of Fort Wayne.

7. TERMINATION FOR DEFAULT. If the contractor shall fail to fulfill its obligations under the contract in a timely and proper manner, The Board shall have the right to terminate the contract for default, by written notice. If the contract is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. CHANGES. The Board may, at any time, by written order, make changes within the general scope of the contract. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under the contract, The Board shall make an equitable adjustment in the contract price, time of performance, other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to the contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of the contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

9. ASSIGNABILITY. The contractor shall not assign or transfer any interest in the contract, including by assignment or novation without the prior written consent of The Board.

10. SUB-CONTRACTING. None of the services covered by the contract shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors, who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

11. NEW QUALITY MATERIALS. All materials used by the contractor in the performance of the contract will, unless otherwise specified in writing, be new, of a merchantable quality, and, in no case less than the quality required by the specifications.

12. PERMITS AND LICENSES. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

13. CONTRACTOR'S INSURANCE. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act, and, from any other claims for damages to persons not covered by that Act, because of bodily injury, including death, which may arise from, or during the performance of the work described in the contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses occurred by the contractor, any of its agents, employees and

sub-contractors, in the performance of the contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

14. CONTRACTOR'S PROTECTION OF WORK AND SAFETY. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property from possible injury or damage arisen from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and, will use all due and proper precaution to prevent injury to any and all persons and property.

15. LEAD BASE PAINT. The Contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under sever (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

16. CONTRACTOR'S CLEAN-UP. During construction, and, after completion, the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

17. DISPUTES. All disputes, which arise under the contract which cannot be resolved between the contractor, and, the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract, regardless of the decision.

18. PROMPT PAYMENT DISCOUNTS. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

19. ANTI-DISCRIMINATION UNDER INDIANA CODE 5-16-6-1. This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under the contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or

subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under the contract, a penalty of five dollars ($5.00) per person for each calendar day, during which such person is discriminated against or intimidated in violation of the provisions of the contract; and,

d. That the contract may be cancelled or terminated by the City of Fort Wayne, and, all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

20. ANTI-DISCRIMINATION UNDER THE CODE OF THE CITY OF FORT WAYNE, SECTION 15-17. In the performance of work under the contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding the contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars ($10.00) per day, nor more than One Thousand Dollars ($1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

wages to be paid in connection with All Construction and Maintenance awarded by The Board of Works, Allen County, Indiana, for the months of April, May, June - 1987

in compliance with the provisions of CHAPTER 319 of the acts of the General Assembly of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

COUNTY: Allen

CRAFT	CLASS	HOURLY RATE	H & W	PEN	VAC	APPR	MISC	EXP. DATE
ASBESTOS WORKERS	SKILLED	18.20	1.32	1.98		.02		6/30/
BOILERMAKERS	SKILLED	18.83	1.475	1.90		.03		
BRICKLAYERS	SKILLED	17.23	1.25	1.25		.02	.34PR	5/31/
CARPENTERS	SKILLED	14.36	1.55	1.25		.05	.05ADMIN .04TCIAP	3/31/
CEMENT MASONS	SKILLED	14.15	1.00	1.00		.10	.05IF	5/31/
DRYWALL TAPER	SKILLED	14.10	1.30	1.00		.12	.16 uniform	5/31/
ELECTRICIAN	SKILLED	18.30	1.25	.90+3%		.08	.01IF 5.75% PEN	5/31/
ELEVATOR CONSTRUCTORS	SKILLED	17.32	1.645	1.27	8%			7/7/8
GLAZIERS	SKILLED	16.69		.70	.53	.02		9/30/
IRONWORKERS	SKILLED	14.45	2.25	2.00	.06		.02IF anuity 3.00	5/31/
LABORERS CATEGORY	I	11.13	1.45	1.00		.09	.04IF	3/31/8
" CATEGORY	II	11.53	1.45	1.00		.09	.04IF	3/31/8
" CATEGORY	III	11.98	1.45	1.00		.09	.04IF	3/31/8
LATHER	SKILLED	16.15	1.50	1.25		.02	.01PR .04IF	5/31/8
MILLWRIGHT & PILEDRIVER	SKILLED	16.55	1.50	1.25		.02	.01PR .04IF	5/31/8
OPERATING ENGRS. GROUP	I	13.75	1.25	1.60		.10		3/31/8
" GROUP	II	12.44	1.25	1.60		.10		3/31/8
" GROUP	III	11.77	1.25	1.60		.10		3/31/8
" GROUP	IV	10.60	1.25	1.60		.10		3/31/8
PAINTER BRUSH & ROLLER	SKILLED	14.10	1.30	1.00		.12	.16 uniform	5/31/8
" SPRAY & SANDBLAST	SKILLED	15.10	1.30	1.00		.12	.16 uniform	5/31/8
PLASTERER	SKILLED	14.43	1.00	1.00		.10	.05IF	5/31/8
PLUMBER & STEAMFITTERS	SKILLED	19.53	1.00	1.95		.07	.07IF	5/31/87
TILE & TERRAZZO FINISHER GRINDERS & MECHANICS	SKILLED	15.27		.50				5/31/87
ROOFERS	SKILLED	16.10	1.00	.50				5/31/87
SHEET METAL WORKERS	SKILLED	17.23	1.70	2.16		.19	.64 SASMI .19IF .05COLA	6/30/87
SPRINKLER FITTERS	SKILLED	18.03	1.70	1.60		.10		3/31/87
TEAMSTERS - UNDER 3 TONS	SKILLED	13.06	53.50wk	55.00wk				4/30/87
" OVER 3 TONS	SKILLED	13.26	53.50wk	55.00wk				4/30/87
" TRUCK DRIVER EUCLID/EARTHMOVER	SKILLED	13.31	53.00wk	55.00wk				4/30/87

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE BE PAID the above and foregoing shall be minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 3rd DAY OF April 19 87

Sue Stone
REPRESENTING THE GOVERNOR OF INDIANA

Charles A. Barkley
REPRESENTING THE AWARDING AGENT

Robert E. Lee
REPRESENTING THE STATE AFL-CIO

sew

TEAMSTERS BUILDING

Effective thru 6/30/87

Trucks under three (3) tons	$14.82 per hour
Trucks over three (3) tons	$14.92 per hour
Truck Driver Euclid/earthmover	$15.12 per hour
Health and Welfare	$66.70 per week
Pension	$61.00 per week

T E A M S T E R S H I G H W A Y

Effective thru 4/30/87

Teamsters trucks under three (3) tons .....$13.06 per hour

Teamsters trucks over three (3) tons .....$13.26 per hour

Tandem Tandem Trucks .....$13.31 per hour

Health & Welfare.....$53.50 per week

Pension .....$55.00 per week

3/18/87

STREET LIGHTING RESOLUTION

NO. 196-87

JULIETTE AVENUE

The Board of Public Works and Safety of the City of Fort Wayne, Indiana, having been petitioned by certain property owners of the 2100-2200 blocks of Juliette Avenue, hereby deems it necessary to install an underground ornamental lighting system for the 2100-2200 blocks of Juliette Avenue, all in accordance with the plans and specifications on file in the office of the Board of Public Works and Safety of said City and such lighting is now ordered. This improvement is ordered pursuant to the applicable Indiana Statutes.

A maximum cost of $3.27 per lineal foot of property shall be assessed upon real estate abutting the above described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at nine (9) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in the Indiana Statutes. All proceedings and any work done in said lighting assessment of property and collection of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted, this 18th day of March 1987.

BOARD OF PUBLIC WORKS & SAFETY

Baron R. Biedenweg, Director of Public Works

Cosette R. Simon, Director of Finance

Lawrence D. Consalvos, Director of Public Safety

Attest:

Helen V. Hochstaun

Clerk

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, THE WEIKEL LINE COMPANY, INC. as principal

and THE CINCINNATI INSURANCE COMPANY

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of 10% of Maximum Bid - - - - - - - - - - - - - - - DOLLARS ($- - - - - - - - - - - -), to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana, this 20th day of May, 19 87.

The condition of this obligation is such that if the accompanying bid or proposal of installing street lights on South Monroe Street - Resolution #197-87

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at Fort Wayne, Indiana

this 20th day of May, 19 87.

THE WEIKEL LINE COMPANY, INC.

By _____
Principal

THE WEIKEL LINE CO. CORPORATE SEAL INC. NOV 14 1977 INDIANA

THE CINCINNATI INSURANCE COMPANY

* _____
Surety
Donald R. Rush, Attorney-in-fact

*If signed by an agent, appropriate power of attorney shall be attached

STREET LIGHT ENGINEERING, CITY OF FORT WAYNE
BID ANALYSIS SHEET

BID TAB	DATE: MAY 21, 1987				BIDDER: THE WEIKEL LINE CO		BIDDER: JOHN DEHNER, INC.		BIDDER: N. G. GILBERT		BIDDER: T & F CONST. CORP.	
PROJECT: JULIETTE STREET				RES. NO: 196-87								
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	ENG. EST. ($)	UNIT COST ($)	AMOUNT ($)	UNIT COST ($)	AMOUNT ($)	UNIT COST ($)	AMOUNT ($)	UNIT COST ($)	AMOUNT ($)
1	INSTL 16' BLK ALUM POLE W/ POLE SET	7	EA.	80.00	560.00	100.00	700.00	105.00	735.00	92.00	644.00	111.60	781.20
2	INSTALL TC 100R LUM AND LAMP	7	EA.	45.00	315.00	60.00	420.00	50.00	350.00	45.00	315.00	25.56	178.92
3	TRENCH IN EARTH 20" DEEP	390	LF.	1.35	526.50	0.90	351.00	1.25	487.50	1.83	713.70	1.44	561.60
4	BORE OR PUSH 1 1/2" TUBING	425	LF.	4.75	2018.75	4.70	1997.50	4.00	1700.00	5.65	2401.25	6.60	2805.00
5	INSTALL 2/C #6 IN TRENCH / CONDUIT	920	LF.	0.50	460.00	0.35	322.00	0.70	644.00	0.45	414.00	0.52	478.40
6	FINE GRADING, SEEDING AND MULCH	404	LF.	0.60	242.40	0.35	141.40	0.35	141.40	1.04	420.16	0.60	242.40
7	INSTALL 10' RISER SECTION & ELL	1	EA.	40.00	40.00	45.00	45.00	35.00	35.00	83.00	83.00	37.32	37.32
	SUB-TOTAL BID				4162.65		3976.90		4092.90		4971.11		5084.84
	MATERIALS FURNISHED BY CITY	1	EA.	3508.99	3508.99		3508.99		3508.99		3508.99		3508.99
	ENGINEERING & INSPECTION	1	EA.	767.16	767.16		767.16		767.16		767.16		767.16
	LABOR BY CITY FORCES	1	EA.	848.00	848.00		848.00		848.00		848.00		848.00
	ADVERTISING	1	EA.	40.00	40.00		40.00		40.00		40.00		40.00
				TOTAL:	$9,326.80	TOTAL:	$9,141.05	TOTAL:	$9,257.05	TOTAL:	$10,135.26	TOTAL:	$10,248.99
						% over	0.00%	% over	0.00%	% over	7.98%	% over	9.00%
						% under	1.99%	% under	0.75%	% under	0.00%	% under	0.00%

BILL NO. S-87-06-12

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for Street Lighting Res. 196-87 - Juliette Avenue, between The Weikel Line Company, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
	CHARLES B. REDD CHAIRMAN	
	PAUL M. BURNS VICE CHAIRMAN	
	THOMAS C. HENRY	
	BEN A. EISBART	
	SAMUEL J. TALARICO	

CONCURRED IN 6-23-87

SANDRA E. KENNEDY
CITY CLERK